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Serial No.: 10/666,451
Examiner: David Isabella
Art Unit: 3738

That is, in constructing the bail handle of Shea, one end of the wire is pushed completely through the bore, the ends of the wire are then welded together, and the wire is manipulated to then center the weld. With respect to claims 27 and 28, there is never a time when the first and second ends of the bail handle of Shea are detached or uncoupled from each other when located within the body. Thus, there is no intermediate product of Shea which reads on claims 27 and 28.

From the foregoing, claims 1, 3-7, 9-13, 27, 28 and 51 are not obvious over Shea in view of Antonelli.

Claims 8, 11, 12, and 40 stand rejected under 35 U.S.C. § 103(a) as obvious over Shea in view of Antonelli and further in view of Muller (U.S. Pat. No. 6,540,661). [It is noted that the Examiner indicates and some argument is made that claims 14-18 are rejected over the same art. However, such claims (as confirmed in a telephone interview with the Examiner on September 21, 2005) should have been identified as allowed, as correctly indicated on page 9 of the Office Action and on the Office Action Cover Sheet.] The applicant respectfully traverses the rejection of claims 8, 11, 12 and 40 for the following reasons.

First, for the reasons advanced above regarding Shea with respect to claim 1, the claims are allowable over the cited art.

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Second, claim 8 requires that the bucket includes a plurality of slots defining wall segments, a portion of the bucket being adjustable in diameter by manipulation of the wall segments and retaining the adjusted diameter after a force causing the adjusted diameter is removed. In distinction, Muller teaches a driver for coupling an implantable hearing system in which a ball receiver 79 of a spring-loaded ball and socket arrangement is provided with slots. The slotted wall of the receiver 79 is not adapted to retain any change in diameter after a ball inserted therein is removed. Specifically, as soon as the ball head 80 of the coupling rod 19 is removed, the ball receiver 79 "can [and does] spring reversibly" (col. 9, lines 5-6). Thus, any change in diameter is temporary and not retained after the force is removed.

Third, claims 11 and 12, dependent on independent claim 9 are not directed to the slotted bucket of claim 8. It is submitted that these claims are allowable for the reasons advanced above.

Claim 40 requires that the wall segments are "permanently deformable to permanently adjust said inner dimension of said bucket." Again, the deformation in Muller is temporary, existing only as long as the ball remains within the socket—once the ball is removed the socket reforms to its prior inner dimension.

From the foregoing, claims 8, 11, 12 and 40 are not obvious in view of the cited art.

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New claims 52-54 have been added to more completely claim the invention and present no new issues for search. They are allowable for reasons presented above.

In light of all of the above, it is submitted that the claims are in order for allowance, and prompt allowance is earnestly requested. Should any issues remain outstanding, the Examiner is invited to call the undersigned attorney of record so that the case may proceed expeditiously to allowance.

Respectfully submitted,



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